

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
0003		08/17/2000		P-1-P7-6N-22-A01			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
INTERNAL REVENUE SERVICE NE Area Procurement Branch (A:P:R:NE) 290 Broadway 3rd Floor New York, NY 10007 Lora L. Lawson		IRS0060					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)				Vendor ID: 00049740		(X)	
TO ALL OFFERORS						9A. AMENDMENT OF SOLICITATION NO.	
						TIRNE-00-R-00012	
						9B. DATED (SEE ITEM 11)	
						07/21/2000	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).	

SOLICITATION NUMBER: TIRNE-00-R-00012 IS HEREBY AMENDED AS
FOLLOWS:

I. INCORPORATION OF QUESTIONS AND ANSWERS AS STATED AT THE PRE-
PROPOSAL CONFERENCE AND SITE VISIT ON AUGUST 10, 2000:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

QUESTION: Is training space provided for contractor use in the Andover and Methuen locations?

RESPONSE: Space is provided for CPR/First Aid and any classroom type meetings. No firing range is provided.

QUESTION: Who will be the COTR?

RESPONSE: There will be four COTRs assigned to the contract. There will be one primary COTR assigned to the contract annually. This primary position will be rotated. However, all assigned COTRs may give their authorized instruction.

QUESTION: How many proposals to be turned in per company?

RESPONSE: One

QUESTION: How will price/technical requirements be evaluated?

RESPONSE: Technical requirements will be evaluated approximately equal to price.

QUESTION: Current union contract is about to expire, what is IRS's involvement?

RESPONSE: The union agreement is between the incumbent contractor and the union. However, in accordance with the Service Contract Act, any successor contractor must pay the wages and fringe benefits, at least equal to those contained in the CBA.

QUESTION: During the start-up review will medical be required?

RESPONSE: This can be waived, if not, the time frame will be reasonable.

QUESTION: When will DGS provide the seniority list?

RESPONSE: In accordance with the Service Contract Act, within ten days after the current contract expires.

CORRECTED RESPONSE: In accordance with the Service Contract Act, the incumbent prime contractor is required to furnish a certified list of all service employees on the contractor's payroll during the month of the contract, the seniority list, no later than 10

days before contract completion. At the commencement of the succeeding contract, the contracting officer shall provide a copy of the list to the successor contractor.

QUESTION: What type of software is in the console?

RESPONSE: The operating software in the console is UNIX based.

QUESTION: What was the basis for the weapon requirement?

RESPONSE: GSA/FPS determines the weapon requirement.

QUESTION: Do we provide the base radios?

RESPONSE: No, the base radios are provided by the Government (IRS).

QUESTION: Are the contractor employees required to sign individual disclosure statements?

RESPONSE: No, the disclosure statements in the solicitation are required to be signed for a particular company. That company represents their employees. However, during the Government provided training, the individual employees are required to sign a disclosure statement.

QUESTION: In Amendment No. 0002, Exhibit 5, under "Hours", some requirements state "Additional as needed", what is this, and in the event these additional hours are needed, should pricing for these additional hours be provided in the schedule under Emergency/Additional Hours?

RESPONSE: Certain training in this exhibit is provided as, "Additional as needed", as these requirements are updated and/or revised. Most of the training for these requirements are "on the job training, OJT". It is up to the offeror to price their proposals accordingly, however, the offeror could utilize this provision in the schedule for pricing, and/or if required, the contract could be modified.

QUESTION: In accordance with the tenured officer proficiency examination requirements, at what point would the COTR identify who would need requalification training, medical clearances and processing clearances?

RESPONSE: The requirement for the tenured officer proficiency examination can be waived as stated in the solicitation.

CONTRACTOR STATEMENT: The response is still a little ambiguous.

RESPONSE: The question will be addressed in written format prior to date for receipt of proposals.

SECOND RESPONSE TO TENURED OFFICER PROFICIENCY EXAMINATION:

As stated in the solicitation, this requirement can be waived. However, after contract award, should the successor contractor submit a new list of employees, other than those currently tenured and/or of the current tenured roster, the Government (IRS) shall provide the contractor with a list of those employees requiring training and/or examinations.

QUESTION: Will this be the only opportunity for a walk-thru?

RESPONSE: Yes, this shall be the only opportunity for a walk-thru and/or site visit.

II.

The Government (IRS) hereby incorporates the incumbent contractor's new "ADDENDUM" to the basic collective bargaining agreement. This "ADDENDUM" replaces and supercedes pages 51A of 65 through 51F of 65 of EXHIBIT 12. Pages 51G of 65 through 51X of 65 remains unchanged.

III.

The date for receipt of proposals is hereby extended

From: August 21, 2000

To: August 25, 2000

IV.

All technical questions concerning the solicitation and subsequent amendments shall be submitted in writing by close of business day, August 21, 2000. The Government may not consider questions received after this date.

ADDENDUM

WHEREAS, **DGS CONTRACT SERVICES, INC.**, (hereinafter referred to as the "Company") and the **INDUSTRIAL, TECHNICAL AND PROFESSIONAL EMPLOYEES Union AFL/CIO**, (hereinafter referred to as the "Union") have entered into a Collective Bargaining Agreement effective July 18, 1997 and,

WHEREAS, the Union has been duly designated by the Company's non-supervisory Security Services employees at **IRS BUILDING, ANDOVER, MA** as their collective bargaining representative and,

WHEREAS, the aforementioned National Agreement provides for the Company and the Union to negotiate wages and fringe benefits for the facility covered thereby and to enter into an Addendum setting forth those economic terms;

NOW, THEREFORE, it is hereby agreed as follows:

WAGES

	<u>CURRENT:</u>	<u>EFFECTIVE October 1, 2000:</u>
<u>POSITION</u>	<u>RATE</u>	<u>RATE</u>
GUARD II	13.73	14.42
LIEUTENANT	14.79	15.53
CAPTAIN	18.15	19.06

HEALTH AND WELFARE

CURRENT:

The Company shall contribute to the Boone Agency the sum of one dollar and sixty-three cents (\$1.63) per hour for all hours worked, for vacation, holidays, and sick leave, by each and every employee covered by this Agreement, but shall not exceed forty (40) hours in any one week.

EFFECTIVE October 1, 2000:

The Company shall contribute to the ITPE Health and Welfare Fund the sum of one dollar and ninety-seven cents (\$1.92) per hour for all hours worked, for vacation, holidays, and sick leave, by each and every employee covered by this Agreement, but shall not exceed forty (49) hours in any one week.

PENSION

CURRENT

Pension contributions shall be paid on all hours worked, all hours paid for vacation, holidays, and sick leave, but shall not exceed fifty (50) hours in any one week, and the payment per hour shall be as follows:

The Company shall provide sixty cents (\$.60) per hour to the ITPE Pension Fund.

The Company agrees that all contributions to the ITPE Pension Fund shall be submitted to the offices of the Fund shall be submitted to the offices of the Fund located at 100 Crossways Park West, Suite 200, Woodbury, New York 11797, no later than the twenty-fifth day following the month for which the contributions are due. If such day falls on a Saturday or Sunday, the due date shall be the following Monday. In the event of a holiday, the due date shall be on the next business day. For example, all contributions due and owing for the month of January shall be submitted by the company no later than February 25th.

The Company also agrees that it shall submit reports to the offices of the ITPE Pension Fund accompanying each monthly contribution, which report shall furnish the name, social security number and number of hours worked by each covered employee, together with such other information as shall be requested by the Fund office.

EFFECTIVE October 1, 2000:

Pension contributions shall be paid on all hours worked, all hours paid for vacation, holidays, and sick leave, but shall not exceed fifty (50) hours in any one week, and the payment per hour shall be as follows:

The Company shall provide seventy cents (\$.70) per hour to the ITPE Pension Fund.

The Company agrees that all contributions to the ITPE Pension Fund shall be submitted to the offices of the Fund shall be submitted to the offices of the Fund located at 100 Crossways Park West, Suite 200, Woodbury, New York 11797, no later than the twenty-fifth day following the month for which the contributions are due. If such day falls on a Saturday or Sunday, the due date shall be the following Monday. In the event of a holiday, the due date shall be on the next business day. For example, all contributions due and owing for the month of January shall be submitted by the company no later than February 25th.

The Company also agrees that it shall submit reports to the offices of the ITPE Pension Fund accompanying each monthly contribution, which report shall furnish the name, social security number and number of hours worked by each covered employee, together with such other information as shall be requested by the Fund office.

VACATION

CURRENT AND EFFECTIVE OCTOBER 1, 2000:

Two (2) weeks paid vacation after one- (1) years of service with a contract or successor.

Three (3) weeks paid vacation after five (5) years of service with a contractor or successor.

Four (4) weeks paid vacation after ten (10) years of service with a contractor or successor.

Length of service includes the whole span of continuous service with the present (successor) contractor, wherever employed and with predecessor contractor in performance of similar work at the same federal facility.

HOLIDAYS

CURRENT AND EFFECTIVE OCTOBER 1, 2000:

All employees and Guard Supervisors shall receive holiday pay for the following holidays:

New Years Day	Labor Day
Martin Luther King Birthday	Columbus Day
Presidents Day	Veterans Day
Thanksgiving Day	Christmas Day
Memorial Day	Employees Birthday
Independence Day	

An employee will disqualify himself for Holiday Pay if he fails to report to duty on the last scheduled work day before the holiday, the holiday if scheduled and the next scheduled work day after the holiday (unless on scheduled vacation).

PERSONAL LEAVE

EFFECTIVE OCTOBER 1, 2000:

All employees and Guard Supervisors shall receive holiday pay for the following holiday:

Good Friday

SICK LEAVE

CURRENT:

Section A

All employees shall receive paid sick leave benefits accruable on the basis of one (1) day of sick leave per each two (2) months worked six (6) days per year. However, no employee shall be considered to have accrued any sick leave benefits until the employee has worked ninety (90) days.

EFFECTIVE OCTOBER 1, 2000:

All employees shall receive paid sick leave benefits accruable on the basis of one (1) day of sick leave per each two (2) months worked seven (7) days per year. However, no employee shall be considered to have accrued any sick leave benefits until the employee has worked ninety (90) days.

Section B

All accrued unused sick leave benefits shall be paid to all eligible employees in cash at the end of each Government contract period, or when the employee leaves the company's employ, whichever comes first.

Section C

No employee shall be eligible for paid sick leave until they have accrued a minimum of one- (1) days. Any employee who voluntarily resigns from the employment of the company and having accrued less than one (1) day of sick leave, shall not be entitled to sick leave pay.

Section D

Upon applying for paid sick leave benefits, an employee may be required to furnish the company with a signed, bona-fide physician's statement attesting to the employee's physical condition and duty status.

Section E

It shall be a condition of qualifying for paid sick leave benefits that an employee call either their immediate supervisor or company representative within a reasonable amount of time prior to their regular scheduled work period, advising of their intention to take sick leave, in order that the company may obtain a temporary replacement.

BEREAVEMENT LEAVE**CURRENT AND EFFECTIVE October 1, 2000:**

In the instances of the death of a member of the immediate family of the regular employee occurring after the completion of the employees probationary period, the company will grant a paid leave of not exceed three (3) days to enable such employee to attend the funeral and otherwise assist in the arrangements pertaining to the burial of such member of the family. A days pay will consist of the employees regular base rate for hours scheduled for the day during which the bereavement leave occurs and shall be applicable only to the days within his/her regular workweek.

The term "immediate family" as used herein as defined as consisting of the following members only:

MOTHER, FATHER, MOTHER-IN-LAW, FATHER-IN-LAW, SPOUSE, SON, DAUGHTER, SISTER, BROTHER OR GRANDPARENTS

No employee is otherwise entitled to such bereavement leave under this Article shall receives such benefits unless he/she gives reasonable notice to the company prior to taking time off for bereavement leave. The employee must have completed the probationary period set forth herein.

JURY DUTY**CURRENT AND EFFECTED October 1, 2000:**

If an employee is summoned to serve on the jury of his/her regular schedule workday they shall be paid the difference between the amount they received for jury duty and their usual rate of pay.

In order to be eligible for this compensation, the employee shall furnish to the employer, on request, a written statement for the Clerk of the Court showing that they were summoned and also the amount received for jury duty.

UNIFORM ALLOWANCE**CURRENT:**

All employees shall be reimbursed for laundering and maintaining Company furnished uniforms a day. However, uniforms allowance will not be paid in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the government contract, by the contractor, by law or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

EFFECTED October 1, 2000:

All employees shall be reimbursed eighteen cents (\$.18) for laundering and maintaining Company furnished uniforms a day. However, uniforms allowance will not be paid in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the government contract, by the contractor, by law or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

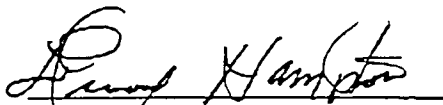
SHIFT DIFFERENTIAL**EFFECTIVE October 1, 2000:**

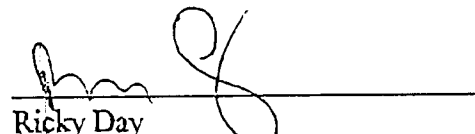
An employee is entitled to pay for all work performed between the hours of 4:00pm and 12:00am at the rate of thirty-five cents (\$.35) and between the hours of 12:00am to 8:00am at the rate of forty-five cents (\$.45).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 14th day of July 2000.

FOR THE UNION:
ITPEU, AFL-CIO

FOR THE COMPANY:
DGS CONTRACT SERVICES, INC.


Elwood Hampton
Vice President


Ricky Day
President